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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

JENNIE SANTILLAN.

VS

CITY OF LOS ANGELES, a public entity; COUNTY OF LOS ANGELES, a public entity,

### *Defendants.*

Case No. CV11-07859 GAF (SHx)

Hon. Gary A. Feess- Ctrm. 740 Roybal

*Hon. Gary H. Feiss Ctrm. 748 Roybal  
Hon. Mag. Stephen J. Hillman - Ctrm.550 Roybal*

## **PROTECTIVE ORDER REGARDING DISCLOSURE OF CONFIDENTIAL INFORMATION**

Whereas counsel for the parties have discussed the mutual exchange of documents in this litigation, Defendants, through their counsel of record, have agreed to produce certain confidential information in this litigation, and therefore, the parties have stipulated to the following terms and conditions, the Court hereby orders as follows:

1. Defendants (hereinafter “Disclosing Party(ies)”) may designate as confidential any personnel files, Internal Affairs documents or any other document or writing that they, in good faith, believe is protected from disclosure within the meaning of FRCivP 26(g), in that they believe the document contains confidential or private information. Such documents may be classified as subject to this protective order by marking each document or writing with a watermark, such as “Confidential,”

1 “Confidential Documents,” “Confidential Material,” “Subject to Protective Order,” or  
 2 words of a similar effect. Documents and writings so designated, and all privileged  
 3 information derived therefrom [hereinafter collectively referred to as “Confidential  
 4 Information”], shall be treated in accordance with the terms of this Stipulation. In  
 5 making this designation, the Disclosing Parties are also representing that no portion of the  
 6 document is segregable and, therefore, subject to production without restriction as  
 7 “Confidential.”

8       2. Confidential Information may be used by the persons receiving such  
 9 information [hereinafter “Receiving Party(ies)’] only for the purpose of litigation of this  
 10 case, and for such other purposes as permitted by law.

11       3. Subject to the further conditions imposed by this Stipulation, the  
 12 Confidential Information may only be disclosed to the Court and to the following  
 13 “qualified” persons:

- 14               (a) Counsel of record for the parties to this civil litigation;
- 15               (b) Defendants City of Los Angeles and Los Angeles Police Department;
- 16               (c) Attorneys, paralegals, law clerks, stenographic, clerical and secretarial  
 personnel who are employees in the offices of counsel referred to in subparagraph (a);
- 17               (d) Parties to the litigation;
- 18               (e) Expert witnesses consulted and/or retained for this action; and
- 19               (f) The judge and court personnel, including stenographic reporters.

21       4. Prior to the disclosure of any Confidential Information to any person  
 22 described in paragraph 3(a), (c) or (d), counsel for the Receiving Party who seeks to use  
 23 or disclose such Confidential Information shall first provide a copy of this Stipulation and  
 24 have the individual to whom the Receiving Party intends to disclose said Confidential  
 25 Information sign the Nondisclosure Agreement set forth in Attachment “A”, stating that  
 26 the person has received and read a copy of the Stipulation and understands that s/he is  
 27 bound by the terms of the Stipulation.

28       5. Unless made on the record in this litigation, counsel making the disclosure to

any qualified person described herein shall retain the original executed copy of the Nondisclosure Agreements until thirty (30) days after this litigation has become final, including any appellate review, and monitoring of an injunction. Counsel for the Receiving Party shall maintain all signed Nondisclosure Agreements and shall produce the original signature page upon reasonable written notice from opposing counsel. If an issue arises regarding a purported unauthorized disclosure of Confidential Information, upon noticed motion of contempt filed by the Disclosing Parties, counsel for the Receiving Party may be required to file the signed Nondisclosure Agreements, as well as a list of the disclosed documents, in camera with the Court having jurisdiction of the Stipulation.

6. The court reporter, videographer, and audiographer, if any, who record all or part of the depositions in this matter of Defendants City of Los Angeles and Los Angeles Police Department, or any other current or former employee of the Los Angeles Police Department shall be subject to this Order. In preparing the original deposition videotape, audiotape, or portions thereof, any copies thereof, or portions of copies thereof, all documents designated as "Confidential Information," and all testimony involving information derived from such "Confidential" documents shall be segregated from the rest of the deposition. No copies of such segregated "Confidential Information" portions of the materials described above shall be provided to any persons other than those persons identified in paragraph 3. Nothing in this agreement is intended to limit the rights of third parties to obtain such Confidential Information through discovery and subpoena power in other proceedings, subject to a motion for a protective order filed in those proceedings by the party seeking to prevent disclosure of the Confidential Information.

7. If any "Confidential Information" documents or testimony derived from such documents occurs at a deposition, those attending such portions of the depositions shall be bound by this Order and, therefore, shall not disclose to any person or entity, in any manner, including orally, any statements made by Defendants City of Los Angeles

1 and Los Angeles Police Department, or any other current or former employee of the Los  
2 Angeles Police Department during the “Confidential” sections of said depositions.

3       8. Upon final termination of this litigation, including any appeal pertaining  
4 thereto, all documents still classified as Confidential Information at that time, and all  
5 copies thereof, including copies provided to any qualified person in paragraph 3 herein  
6 above, shall be returned to the Disclosing Party within thirty (30) days.

7       9. If any Receiving Party who receives Confidential Information is served with  
8 a subpoena or other request seeking Confidential Information, s/he or it shall immediately  
9 give written notice to counsel for the Disclosing Parties, identifying the Confidential  
10 Information sought and the time in which production or other disclosure is required.  
11 Such notice shall be given sufficiently in advance of the date for production or other  
12 disclosure so that the Disclosing Parties have the opportunity to obtain an order barring  
13 production or other disclosure, or to otherwise respond to the subpoena or other request  
14 for production or disclosure of Confidential Information. However, in no event should  
15 production or disclosure be made without prior written approval by the Disclosing  
16 Party’s Counsel unless required by court order arising from a motion to compel  
17 production or disclosure of Confidential Information.

18       10. Any pleadings, motions, briefs, declarations, stipulations, exhibits or other  
19 written submissions to the Court in this litigation which contain or incorporate  
20 Confidential Information shall be filed and maintained under Local Rule 79-5, which  
21 governs the filing of documents under seal. Any other pleadings, motions, briefs,  
22 declarations, stipulations, exhibits or other written submissions that refer but do not  
23 contain or incorporate Confidential Information, shall designate the particular aspects that  
24 are confidential so as to enable the Court, in drafting presumptively public orders relating  
25 to these filings under seal, to determine whether there is evidence which the Court should  
26 attempt not to disclose. If any papers to be filed with the Court contain protected  
27 information, the proposed filing shall be accompanied by an application to file the papers  
28 or the portion thereof containing the protected information, under seal and that the

1 application shall be directed to the judge to whom the papers are directed. Pending the  
2 ruling on the application, the papers or portions thereof subject to the sealing application  
3 shall be lodged under seal.

4       11. Counsel for the parties agree to request that any motions, applications or  
5 other pre-trial proceedings which would entail the disclosure of Confidential Information  
6 be heard by the Court in a manner that would preserve the confidential nature of the  
7 information, unless having heard opposition from counsel to such a process, the court  
8 orders otherwise. The terms of this agreement do not apply to evidence presented at trial.  
9 Any party seeking to limit the introduction of Confidential Information at trial shall take  
10 the matter up with the judicial officer conducting the proceeding at the appropriate time.

11       12. Nothing herein shall prejudice any party's rights to object to the introduction  
12 of any Confidential Information into evidence on grounds including, but not limited to,  
13 relevance and privilege.

14       13. At any time after receipt of documents labeled as Confidential Information,  
15 the Receiving Parties may provide the Disclosing Parties with a written objection to the  
16 classification of specific documents as prohibited from disclosure under this protective  
17 order and the basis for the Receiving Parties' objection. The Disclosing Party shall,  
18 within 30 days of receipt of the written notice, advise the counsel for the Receiving  
19 Parties whether the Disclosing Party intends to seek an order from the Court retaining the  
20 documents within the Protective Order. The counsel for the Receiving Parties must,  
21 upon receipt of such written notice, continue to treat the documents as Confidential  
22 Information until such time as the Court issues a ruling on the Disclosing Parties' motion  
23 to maintain the confidentiality of said documents. Notwithstanding the foregoing, any  
24 party bound by this Stipulation who contests the confidential nature of documents  
25 produced pursuant to this Stipulation may move the Court for an order to have the  
26 documents removed from the protective order and to have the documents declared not  
27 confidential, or otherwise move to modify the Stipulation as to some or all of the  
28 documents. These procedures are in addition to, and not in lieu of compliance with

Local Rule 37-1, et seq. relating to discovery motions.

14. Any violation of this Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

15. Any procedures specified above in this Protective Order are in addition to, and not in lieu of, compliance with the local rules regarding discovery motions.

## **IT IS SO ORDERED:**

Stephen Ohlmann

Dated: September 10, 2012

By: **HONORABLE STEPHEN J. HILLMAN**  
**UNITED STATES MAGISTRATE JUDGE**